

Manz & Stacey

Coaching & Counseling

Office Policies and Informed Consent

Jean Manz Coaching, LLC
3510 Messina Drive
Farmington, NM 87402

Welcome to our Practice!

We are excited that you have chosen us to provide you with care and look forward to providing you with a personal and positive experience.

This document is designed to start us off on the right foot with clear agreements that allow you to give informed consent for counseling and indicate this with an electronic signature. Please take your time in reading through this material as it forms the foundation of trust and clear expectations as we begin our therapist-client relationship.

If you have any questions about this document please don't hesitate to ask. We can be reached on our cell phones at:

Jean Manz: 505-716-7995

Charles Stacey: 832-630-3022

We look forward to getting started and getting to know you!

MY EDUCATION AND LICENSE

Jean earned an M.A. in Education from San Diego State (1991) and completed a 2-year post-graduate program in Marriage and Family Therapy from the Denver Family Institute (1998). She has been a licensed practicing mental health therapist for over 22 years. Jean is licensed as a Marriage and Family Therapist in the State of New Mexico, license number CMF 0101581.

Charles received his M.A. in Behavioral Health/Family Therapy from the University of Houston/Clear Lake in 1991 and has been in practice and program development for Navajo Nation Department of Behavioral Health. Charles has experience with traditional healing and western psychotherapy. He has completed training in Eriksonian Hypnosis, EMDR, Somatic Experiencing (SE) and Organic Intelligence (OI) as well as other brain-based trauma modalities. He is licensed as a Marriage and Family Therapist in New Mexico #CMF0068702.

TELEPHONE AND EMERGENCY PROCEDURES

We make every effort to return phone calls on the day a message is received. If you leave a message on a weekend we will return your call the next business day. In the event of a life-threatening mental health emergency, please go to your local emergency room or dial 911. Jean and Charlie each handle their own scheduling and client communication. Here is how you can reach us:

Jean: 505-716-7995 Charles: 832-630-3022.

If either of us is out of the office and unavailable, the other person will be available to receive phone calls to assist you.

CONFIDENTIALITY

In general, the information provided by and to you during our sessions is legally confidential and cannot be released without your consent. There are exceptions to this confidentiality: if we suspect child abuse or elder abuse, if we believe you are a danger to yourself or someone else, or if we receive a court order for your chart.

If the client is a minor, what is told in session is confidential and will not get disclosed to parents/legal guardians unless we have concern about the minor's safety, have received permission from the minor to do so or there is a legal exception that applies.

When working with couples, we understand that we have been hired as your relationship therapist. Neither partner will be seen alone. In the event one partner can't make a scheduled session we will reschedule. What is shared with me by either partner in any electronic communication, including the phone, is not confidential from the other partner. In order for the medical record to be released both partners must give permission and sign a consent form.

Coordination and exchange of information with your primary care physician or other health care treatment providers may be necessary to provide you with optimal care.

To disclose any personal health information to anyone other than your current medical treatment providers, you must sign a written authorization. You have the right to revoke or modify this authorization at any time.

YOUR SECURITY AND PRIVACY

Except where otherwise noted, we employ software and hardware tools that adhere to security best practices and applicable legal standards for the purposes of protecting your privacy and ensuring that records of your health care services are not lost or damaged. You have a role to play in maintaining your security. Please use reasonable security protocols to protect the privacy of your own health care information. For example: when communicating with us, use devices and service accounts that are protected by unique passwords that only you know. Intake forms are to be uploaded to the portal we create for you on TherapyNotes as this is a secure platform for your health information.

HEALTH INSURANCE & CONFIDENTIALITY OF RECORDS

Disclosure of confidential information may be required by your health insurance carrier or HMO/PPO/MCO/EAP in order to process claims. Only the minimum necessary information will be communicated to the carrier. We have no control over, or knowledge of, what insurance companies do with the information submitted or who has access to this information. You must be aware that submitting a mental health invoice for reimbursement carries a certain amount of risk to confidentiality, privacy or to future capacity to obtain health or life insurance or even a job. The risk stems from the fact that mental health information is likely to be entered into insurance companies' computers and is likely to be reported to the National Medical Data Bank. Accessibility to companies' computers or to the National Medical Data Bank database is always in question as computers are vulnerable to hacking and unauthorized access. Medical data has also been reported to have been legally accessed by law enforcement and other agencies.

CONFIDENTIALITY OF E-MAIL, TEXTING AND CELL PHONE COMMUNICATIONS

These days most of us rely on the use of texting and emails to communicate with people. However, it is very important to be aware that these can be accessed by unauthorized people. Our practice will send you confirmation of and reminders of appointments and billing information via text and email which may be unencrypted.

Request for Transmission of Protected Health Information by Non-Secure Means

Your e-signature on this document indicates your authorization to transmit to you by non-secure media the following types of protected health information related to your health records and health care treatment:

Information related to the scheduling of appointments and billing and payments.

It is very important that you are aware that computer email, texts and e-fax can be relatively easily accessed by unauthorized people and hence can compromise the privacy and confidentiality of the communication. Although the email we send you is encrypted on our end, it is always possible that your email provider does not have encryption and that the email or text can be seen or sent to non-authorized persons.

Please notify Jean Manz Coaching, LLC if you decide to avoid or limit, in any way, the use of email, texts, cell phone calls, phone messages, or e-faxes. If you communicate confidential or private information via unencrypted e-mail, texts, e-fax or phone messages, it will be assumed that you have evaluated the risks and made an informed decision. Jean Manz Coaching will view it as your agreement to take the risk that such communication may be intercepted and your desire to communicate on such matters will be honored. Please do not use texts, email or voicemail for life threatening emergencies.

You are not required to consent to the transmission of protected health information by non-secure means in order to receive treatment. You also understand that you may terminate this authorization at any time.

PAYMENTS & INSURANCE REIMBURSEMENT

Our standard professional fee for individual counseling services is \$150 per 50-minute session. We are obligated by the State to add the New Mexico Gross Receipts Tax. Time spent in excess of this may be charged proportionally. We accept credit cards, debit cards, health savings accounts, cash or checks. Payment is expected at the end of each session unless alternative arrangements have been agreed upon. Most of our treatment modalities for couples therapy and trauma work are rendered in 90-minute sessions.

Phone conversations greater than 10-minutes, reading & writing of reports, and consultation with other professionals will be charged at the same rate unless indicated and agreed upon otherwise. Please notify us if any problems arise regarding your ability to make timely payments.

We accept limited insurance plans. Typically, health insurance requires a client to meet criteria for a diagnosable mental illness and not all conditions/problems dealt with in psychotherapy are reimbursed by insurance. It is your responsibility to verify the specifics of your coverage, obtain any required pre-authorizations, pay the co-pay at the time of service, and pay for all services rendered which are not covered by your insurance company. Our practice can submit a direct claim to your insurance company if we have an in-network contract with them or provide you with a superbill that you may submit to insurance companies that we are not contracted with.

If your account is overdue and there is no written agreement on a payment plan, we can use legal or other means (courts, collection agencies, etc) to obtain payment. For outstanding balances greater than 45 days, a late fee of \$10 will be applied to your bill. For every 30 days after this that your bill is unpaid, an additional charge of \$10 will be applied.

GOOD FAITH ESTIMATE

You have the right to receive a "Good Faith Estimate" explaining how much your medical and mental health care will cost. Under the law, health care providers need to give patients who don't have insurance or who are not using insurance an estimate of the expected charges for medical services, including psychotherapy services. You have the right to receive a Good Faith

Estimate for the total expected cost of any non-emergency healthcare services, including psychotherapy services. You can ask us for a Good Faith Estimate before you schedule an appointment. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy of picture of your Good Faith Estimate. For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises.

MEDIATION & ARBITRATION

All disputes arising out of, or in relation to this agreement to provide psychotherapy services shall first be referred to mediation, before, and as a pre-condition of, the initiation of arbitration. A mediator shall be a neutral third party chosen by agreement of you and your therapist. The cost of mediation shall be split equally unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in San Juan County, NM in accordance with the rules of the American Arbitration Association which are in effect at the time the demand for arbitration is led. The prevailing party in arbitration or collection proceedings shall be entitled to recover a reasonable sum as and for attorney's fees. In the case of arbitration, the arbitrator will determine that sum.

THE PROCESS OF COUNSELING

Participation in therapy can result in a number of benefits to you, including improving interpersonal relationships and resolution of the specific concern that led you to seek therapy. Working toward these benefits, however, requires effort on your part. Therapy requires your active involvement, honesty and openness. Talking about unpleasant feelings or events can result in your experiencing discomfort or strong feelings of anger, sadness, worry, etc. or experiencing anxiety, depression, insomnia, etc. We may challenge some of your assumptions or perceptions or propose different ways of looking at or handling situations that can cause you to feel upset.

Attempting to resolve issues that brought you to therapy may result in changes that were not originally intended. There is not guarantee that therapy will yield positive or intended results. The approaches we use come from the following theoretical modalities: behavioral, cognitive-behavioral, existential, psychodynamic, family systems, energy psychology, somatic experiencing, organic intelligence, emotionally focused couples therapy, pragmatic and experiential couples therapy (PACT), developmental, and psychoeducation. If you have any questions about the interventions used in the course of our therapy, please ask.

TREATMENT PLANS

Within a reasonable period of time after the initiation of treatment, we will discuss with you our working understanding of your problem, your treatment plan and the possible outcomes of treatment. If you have any unanswered questions about any of the interventions used in the course of your therapy, their possible risks, our expertise in employing them, or about the

treatment plan, please ask and you will be answered fully. You also have the right to ask about other treatments for your condition and their risks and benefits.

TERMINATION

After the first couple of meetings, we will assess if we can be of benefit to you. If we cannot be of help, we will provide you with a referral. You may seek a second opinion or terminate our counseling relationship at any time. If during our work together an issue arises that is not within the scope of our expertise, we will discuss this with you and provide you with a referral. Infrequently, it happens that progress towards treatment goals is not made. In this instance, we will discuss this with you. We reserve the right to terminate our counseling agreement and refer you if we don't believe we can help you make progress.

If we do not see you for a session for 6 months it is understood that our counseling agreement is terminated.

CANCELLATION & NO-SHOW POLICY

A minimum of 24-hour notice is required for re-scheduling or canceling an appointment. 50% of the session fee will be charged for all no-shows or canceled appointments without 24-hour notice. After 3 no shows or late cancellations we reserve the right to terminate our counseling agreement.

INTOXICATION DURING SESSIONS

Please do not come to sessions under the influence of any substance not prescribed by a physician. If at any time we suspect this, we reserve the right to immediately end the session. If this occurs more than once we reserve the right to terminate our agreement for counseling services.

SOCIAL MEDIA POLICY

We do not accept personal friend requests from current or former clients. Social media is an open platform and in order to protect your confidentiality we will not acknowledge or reply to any expressions made in a way which would identify you as a client of our practice. Please do not use social media to contact us for administrative or clinical matters. We do have business social media accounts to provide mental health information. Please feel free to follow any of these accounts but we advise you to not comment or engage in any way that identifies you as a client of ours or reveals any personal health information.

REVIEWS

It is unethical for us to solicit any reviews of us or the practice on social media or internet websites. If you do choose to write something, please keep in mind that you may be sharing personally revealing information in a public forum.

ADVANCED DIRECTIVE FOR MENTAL HEALTH TREATMENT

The State of New Mexico requires us to give you the option of providing us with an Advance Directive for Mental Health Treatment. This directive would inform us of your wishes should you become incapacitated and designates an individual of your choosing to give directions for

your care. It is extremely unlikely that an individual receiving outpatient mental health care should become incapacitated to the extent requiring an Advance Directive. If you desire to complete an Advance Directive, please inform us and we will provide you the form.

RECEIPT OF NOTICE OF PRIVACY PRACTICES

You acknowledge that your e-signature indicates that you have received our Notice of Privacy Practices.

TELE-MENTAL HEALTH SERVICES INFORMED CONSENT

“Tele-mental health” means the provision of mental health services with the provider and recipient of services being in separate locations, and the services being delivered over electronic media. In our practice we typically provide tele-mental health services using TherapyNotes video conferencing software.

Benefits and Risks of Tele-mental Health

Receiving services via tele-mental health allows you to:

- Receive services when you are unable to travel to our office or at times or places where the service may not otherwise be available.
- Receive services in a fashion that may be more convenient and less prone to delays than in-person meetings.
- The unique characteristics of tele-mental health media may also help some people make improved progress on health goals that may not have been otherwise achievable without tele-mental health.

Receiving services via tele-mental health has the following risks:

Tele-mental health services can be impacted by technical failures, may introduce risks to your privacy, and may reduce your service provider’s ability to directly intervene in crises or emergencies. Here is a non-exhaustive list of examples:

- Internet connections may cease working or become too unstable to use.
- Cloud-based service personnel, IT assistants, and malicious actors (“hackers”) may have the ability to access your private information that is transmitted or stored in the process of tele-mental health based service delivery.
- Computer or smartphone hardware can have sudden failures or run out of power, or local power services can go out.
- Interruptions may disrupt services at important moments and your provider may be unable to reach you quickly or using the most effective tools. Your provider may also be unable to help you in person.

Is Tele-mental Health right for you?

Although it is well validated by research, service delivery via tele-mental health is not a good fit for every person. If you or your provider assess that working via tele-mental health is not

appropriate, your provider will help you find in-person providers with whom to continue services if they should exist and be available.

Your Tele-mental Health Environment

You will be responsible for creating a safe and confidential space during sessions. You should use a space that is free of other people and impossible for people to see or hear your interactions with your provider during the session. We will not conduct a session if you are driving or not fully dressed. We urge you to know the security of your wifi connection- a public wifi connection can compromise the security of our session.

Our Tele-mental Health Communication Plan

At our first session, we will develop a plan for backup communications in case of technology failures and a plan for responding to emergencies and mental health crises. If you need to reach us for any reason, here are our phone numbers:

Jean Manz: 505-716-7995

Charles Stacey: 832-630-3022

Our Tele-mental Health Safety and Emergency Plan

As a recipient of tele-mental health services, you will need to participate in ensuring your safety during mental health crises, medical emergencies, and sessions that you have with your provider. We will develop with you a plan for what to do during mental health crises and emergencies and a plan for how to keep your space safe during sessions. It is important that you engage with us in the creation of these plans and that you follow them when you need to. We require you to designate an emergency contact on your intake form and you give permission for us to communicate with this person about your care during emergencies. In the event that we have serious concerns about your immediate safety we will call 911 and request a welfare check. We will confirm each session as to the address of your physical location.

Recordings

Please do not record video or audio sessions without your provider's consent. Your provider will not record video or audio sessions unless you request and give explicit consent to do so.